

REMARKS

Claims 3-11, 15-16, and 22-23 are pending. Claims 22 and 23 are independent claims. Claims 3, 4, 5, 6, 8, 9, 22, and 23 are amended herein. In the Office Action, claims 7, 9, 22, and 23 were rejected under 35 U.S.C. § 11, second paragraph, as allegedly indefinite for failing to point out and distinctly claim the subject matter which applicant regards as the invention. Claims 3-11, 15-16, 22, and 23 were rejected under 35 U.S.C § 102(b) as allegedly anticipated by United States Patent No. 5,937,391 ("Ikeda").

All claims are believed to be in condition for allowance for at least the reasons set forth in these remarks. Accordingly, Applicants believe that the present paper constitutes a complete response to the Office Action. However, Applicants reserve the right to set forth further reasons supporting the patentability of their claims, including the separate patentability of dependent claims not addressed explicitly herein, in future papers. Further, for any instances in which the Examiner took Official Notice in the Office Action, Applicants expressly do not acquiesce to the taking of Official Notice, and respectfully request that the Examiner provide an affidavit to support the Official Notice taken in the next Office Action, as required by 37 CFR § 1.104(d)(2) and MPEP § 2144.03.

Section 112 Rejections

Without acquiescing to the Examiner's basis for making the afore-mentioned Section 112 rejections, those rejections are believed to be addressed by the foregoing claim amendments, which have been made to expedite prosecution.

Section 102 Rejections

Claim 22 recites "a determining mechanism that determines whether a seller selling the commodity designated by the received commodity data, has specified an upper-limit of the discount points the buyer can use in one transaction." In the Office Action, the Examiner asserted that Ikeda's "point redeeming ratio" reads on the foregoing recitation of claim 22. However, Ikeda

explains that “[t]he points redeeming ratio 1 indicates that 1 yen is reduced for each point.” (Ikeda, col. 8, lines 9-10.) That is, Ikeda’s points redeeming ratio signifies a ratio according to which cash, e.g., yen, is converted to points. Thus, Ikeda’s points redeeming ratio merely sets a rate at which points are redeemed, and has no bearing on any “upper-limit” at all, much less “an upper-limit of the discount points the buyer can use in one transaction” as recited in claim 22. Moreover, Ikeda does not in any way teach or suggest at all “determine[ing] whether a seller selling the commodity designated by the received commodity data, has specified an upper-limit of the discount points.” As stated above, Ikeda teaches at most setting a rate. For at least these reasons, claim 22 is patentable over Ikeda.

Claim 23 includes a similar recitation to the above-discussed recitation in claim 23. Therefore, for at least the foregoing reasons, claim 23 is patentable over Ikeda.

Conclusion

For at least the foregoing reasons, all pending claims are believed to be in condition for allowance. If the Examiner disagrees or if the Examiner believes that any formal matters require attention, the Examiner is cordially invited to telephone the undersigned.

The fees associated with the filing of this paper are identified in an accompanying transmittal. However, if any additional fees are due, please charge our Deposit Account No. 18-0013, under Order No. 65316-0008 from which the undersigned is authorized to draw.

Dated: July 14, 2008

Respectfully submitted,

Electronic signature: /Charles A. Bieneman/
Charles A. Bieneman
Registration No.: 51,472
Michael B. Stewart
Registration No.: 36,018
RADER, FISHMAN & GRAUER PLLC
Correspondence Customer Number: 10291
Attorneys for Applicant